

# Exhibit C



**MEYER UNKOVIC SCOTT**  
ATTORNEYS AT LAW

Writer's direct dial phone number and e-mail address:  
412-456-2881 ~ dgo@muslaw.com

June 2, 2023

**VIA ELECTRONIC & CERTIFIED MAIL:**

Elaine Davidson  
Elite Casino Events, LLC  
1001 Altamesa Blvd  
Fort Worth, TX 76134

Email: [info@elitecasinoevent.com](mailto:info@elitecasinoevent.com)

**RE: Notice of Trademark Infringement**

Dear Ms. Davidson:

We serve as legal counsel for Elite Casino Events, LLC, and, in this capacity, are writing to provide notice that your company is infringing upon the trademark rights of Elite Casino Events. The issues were raised before in 2014, and, at that time, your company defended its claim to priority of use of "Elite Casino Events" in Texas – despite the fact that my client registered its domain name of elitecasinoevents.com prior to your company's registration of elisecasinoevent.com (December 13, 2012 vs. April 12, 2013). Further, while your domain name continues to be singular, the mark that you continue to use is plural. At that time, my client held federal registration rights in the logo for Elite Casino Events at No. 4619677 for "Hosting social entertainment events, namely, casino events, for others." First use of that mark occurred as early as January 1, 2013. My client has since secured federal registration rights in the standard character mark for ELITE CASINO EVENTS at No. 6921784 for the same services and based on use beginning as early as December 12, 2012. Your company has no federally registered copyrights.

While no formal settlement or resolution was reached in 2014, and all rights were reserved, my client was willing to forego any formal legal action against you at that time because of your representations as to use of your mark in Texas only. Your subsequent actions have since rendered these representations as false because your company is now asserting nationwide services. For example, your current website states: "Providing Casino Parties Across the USA". Similarly, your Twitter page states: "We are nationally recognized as the industry leader."

Not surprisingly, this expanded use of your mark is creating significant actual confusion and damage to the reputation of my client. For example, the following instances of confusion have

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occurred, with many involving instance where poor communications and/or service on your part has been attributed to my client:

1. My client has received numerous service/logistical inquiries, concerns and complaints relating to your company's services from 2017 to present, again with increasing frequency in later years. In particular, in the winter and spring of this year, my client has received calls, emails and chats from **multiple of your angry clients** concerning failures to render contracted products or services, damage to property claims and demands for refunds.

2. My client has received almost twenty quote requests/booking requests directed to your company in, at least, 2017, 2021, 2022, and 2023 – with the frequency increasing in more recent years.

3. My client has received phone calls and emails relating to your services in other respects, including without limitation (i) inquiries from collection agencies and vendors as to payments, (ii) job/employment inquiries, (iii) scheduling/rescheduling requests, (iv) late compensation payments and W2/1099 tax form inquiries from employees, (v) U-Haul rentals, and (vi) customer payments. From December 24, 2022 to February 14, 2023, my client received multiple communications from several of your employees/contractors asking and demand when they would be paid for their services rendered. One employee made contact multiple times on Christmas Eve and Christmas Day demanding documents and back pay. Earlier on December 3, 2022, one of your employees called multiple times asking about his "ride to an event." Our receptionist told him that he had the wrong number, but he called back twice more to complaint and demand the ability to talk with a manager.

4. Multiple emails from your attorney were sent in 2017 to the email address for my client. Subsequently, emails from [jason@ciarochilaw.com](mailto:jason@ciarochilaw.com) were sent to my client's email address in 2021 and 22.

Because of these numerous and increasingly angry calls (as to your company's failures in service and payments, my client has hired an answering service to screen calls and advise that my client does not serve clients in Texas. More recently, though, the geographic scope of you continuing failures has expanded to intersect with geographic areas where my client has unquestioned priority of use.

In addition, number social media posts criticizing your company's services and operations are being directed to my client because you have created confusion as to the geographic scope of operations. The most recent of these postings related to services in Maryland – a long way from Texas.

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My client has, at no time, provided to you or your company any permission to use the mark ELITE CASINO EVENTS, or any variations thereof, in any country, including, in particular, the United States, and hereby expressly states that such use is not authorized. While an issue remains as to priority of use in Texas, you have no authorized use outside of that state. Your use of marks and language identical and/or confusingly similar to my client's trademark infringes upon my client's trademark rights by, among other things, causing customer confusion, damaging the reputation of my client, discouraging the good will and diluting the value associated with my client's ELITE CASINO EVENTS trademarks. In addition, without limitation of the rights and claims in the United States and elsewhere, your conduct constitutes unfair competition.

Accordingly, I am writing to demand that you (1) cease and desist from offering your service under the name ELITE CASINO EVENTS anywhere outside of Texas, (2) cease and desist from claiming any service territory outside of Texas, and (3) take immediate action to address and correct the confusion caused by your infringing use of the same mark. I request that you response to this letter on or before June 16, 2023 and confirm that you have taken action to address my client's demands.

We respectfully request your prompt attention to this matter. Your failure to cooperate will result in severe consequences, as our client is not hesitant to take legal action. On behalf of my client, we reserve all rights and claims belonging to my client in connection with your use of the ELITE CASINO EVENTS mark and confusingly similar variations thereof, including, but not limited to, claims for damages, equitable relief and reimbursement of legal fees.

Very truly yours,



David G. Oberdick

DGO/lam